

Attorney Docket No.: BSCU-039/00US

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of Joseph P. Desmond III

Examiner: Not Yet Assigned

Serial No.: 10/601,410

Art Unit: 3743

Filed: June 23, 2003

Confirmation: 7691

For: **VARIABLE LENGTH NEPHROSTOMY SHEATH**

U.S. Patent and Trademark Office
Customer Service Window
Randolph Building
401 Dulany Street
Alexandria, VA 22314

TRANSMITTAL OF DOCUMENTS

Enclosed are the following documents for the above-identified application:

- [x] Revocation and New Power By Assignee and Statement Under 37 C.F.R. §3.73(b), Request for Change of Attorney Docket Number, and Change of Correspondence Address
- [x] One Return Receipt Postcard

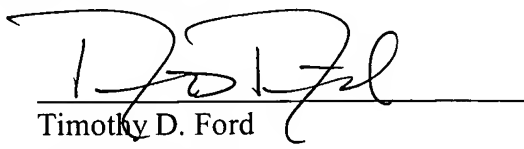
The Director is hereby authorized to charge any appropriate fees under 37 C.F.R. §§1.16, 1.17, and 1.21 that may be required by this paper, and to credit any overpayment, to Deposit Account No. 50-1283.

Dated: December 1, 2005

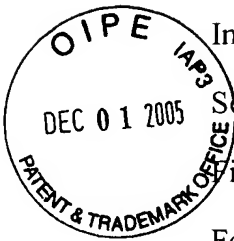
Cooley Godward LLP
ATTN: Patent Group
One Freedom Square
Reston Town Center
11951 Freedom Drive
Reston, VA 20190-5656
Tel: (703) 456-8000
Fax: (703) 456-8100

Respectfully submitted,
COOLEY GODWARD LLP

By:


Timothy D. Ford
Reg. No. 47,567

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**REVOCATION AND NEW POWER BY ASSIGNEE
AND STATEMENT UNDER 37 C.F.R. §3.73(b);
REQUEST FOR CHANGE OF ATTORNEY DOCKET NUMBER; AND
CHANGE OF CORRESPONDENCE ADDRESS**

The Assignee of the entire right, title, and interest in the above-identified application hereby revokes all previously granted powers and grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

- ☒ An assignment document, a copy of which is enclosed herewith;
- ☐ An assignment previously recorded in the U.S. Patent and Trademark Office at Reel , Frame .

Applicants request that the Attorney Docket Number be changed to:

--BSCU-039/00US--.

Please direct all telephone calls and correspondence to:

COOLEY GODWARD LLP

ATTN: Patent Group

One Freedom Square

Reston Town Center

11951 Freedom Drive

Reston, VA 20190-5656

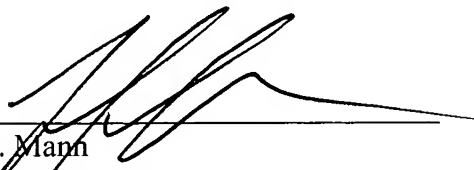
Tel: (703) 456-8000

Fax: (703) 456-8100

CUSTOMER NUMBER: **22903**

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

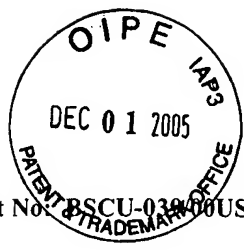
Date: November 18, 2005

Signature: 

Name: Jeff Z. Mann

Title: Assistant Secretary

Company: Boston Scientific Scimed, Inc.



Attorney Docket No.

BSCU-039/00US

ASSIGNMENT (Sole)

PATENT

Joseph P. Desmond, III, residing at 3123 Ryan Court, Bloomington, Indiana 47403 (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **VARIABLE LENGTH NEPHROSTOMY SHEATH**, and which is a:

- (1) ☐ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. , and filed on ; or
- (2) ☒ non-provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. 10/601,410, filed on June 23, 2003, and bearing Attorney Docket No. BSCU-039/00US.

WHEREAS, Boston Scientific Scimed, Inc., a corporation duly organized under and pursuant to the laws of Minnesota, and having its principal place of business at One SciMed Place, Maple Grove, Minnesota 55311-1566 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 10/27/05

By: 
Joseph P. Desmond, III

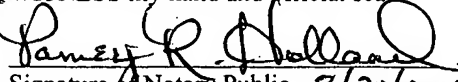
State of Indiana)

ss.

County of Owen)

On October 27th 2005, before me, Pamery R. Holland, personally appeared Joseph P. Desmond III, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal


Signature of Notary Public 8/20/2009

Place Notary Seal Above